

TITLE PAGE  
FLORIDA DEPARTMENT OF HEALTH  
DOH20-020



INVITATION TO BID (ITB)  
FOR  
**Exterior Painting of Two Department of Health  
(DOH) Buildings**

Respondent Name: \_\_\_\_\_

Respondent Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Employer Identification Number (FEID): \_\_\_\_\_

BY AFFIXING MY SIGNATURE ON THIS BID TITLE PAGE, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001.

I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting Contract including those contained in the Department's **Order Terms and Conditions**.

Signature of Authorized Representative: \_\_\_\_\_

Printed (Typed) Name and Title: \_\_\_\_\_

\*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of this Bid. Documentation establishing delegated authority must be included with the Bid if signed by someone other than the authorized representative.

# TABLE OF CONTENTS

**SECTION 1.0:** Introductory Materials .....

**SECTION 2.0:** Procurement Process, Schedule, & Constraints.....

**SECTION 3.0:** Instructions for Bid Submittal .....

**SECTION 4.0:** Special Conditions .....

  

**ATTACHMENT A:** Scope of Services .....

**ATTACHMENT B:** Price Page.....

**ATTACHMENT C:** Prior Experience Form .....

**ATTACHMENT D:** Statement of Non-Collusion Form.....

**ATTACHMENT E:** Respondent Certification Regarding Scrutinized Companies List.....

**ATTACHMENT F:** Identical Tie Certification Form.....

## SECTION 1.0 INTRODUCTORY MATERIALS

### 1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for the State of Florida, Department of Health (Department) to obtain competitive prices for the provision of painting services for the exterior of two buildings located at 1350 NW 14<sup>th</sup> Street Miami, FL 33125 and 18255 Homestead Avenue Miami, FL 33157.

### 1.2. Legal Authority

Chapter 287, Florida Statutes, and section 154.01(4), Florida Statutes.

### 1.3 Scope of Services

A detailed **scope of services** for this solicitation is provided as **Scope of Services (Attachment A)**, in this ITB.

### 1.4 Incorporation by Reference

The PUR 1001, General Instructions to Respondents (PUR 1001), and PUR 1000, General Contract Requirements (PUR 1000), are hereby incorporated by reference to the terms of this solicitation. Refer to **Sections 3.1** and **4.1** of this ITB for further detail.

### 1.5 Definitions

In addition to the definitions in the **PUR 1000** and **PUR 1001**, and the **Scope of Services (Attachment A)**, the following definitions also apply to this ITB:

**Bid:** The complete written response of Provider to this ITB, including properly completed forms, supporting documents, and attachments.

**Business Days:** Monday through Friday, excluding state holidays.

**Business Hours:** 8:00 a.m. to 5:00 p.m., Eastern Time on all business days.

**Calendar Days:** All days, including weekends and holidays.

**Certified Minority Business Enterprise:** A business certified by any local governmental jurisdiction or organization accepted by the Department of Management Services, Office of Supplier Diversity (DMS), as a certified minority business enterprise for purposes of doing business with state government when DMS determines that the state's minority business enterprise certification criteria are applied in the local certification process in accordance with section 287.0943, Florida Statutes.

**Contract:** The formal agreement or Order that will be awarded to the successful Provider under this ITB, unless indicated otherwise.

**Department:** The Department of Health; may be used interchangeably with DOH.

**Minor Irregularity:** As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.

**Order:** As used in the context of this solicitation, refers to a Purchase Order.

**Respondent:** The business entity that submits a Bid.

**Provider:** The successful Respondent awarded a contract by the Department in accordance with the terms of this ITB.

**State:** State of Florida.

**State Holidays:** New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Day.

**Vendor Bid System (VBS):** Refers to the State of Florida's internet-based vendor information system, which is available at:

[http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu).

Where there is a conflict between a definition in this solicitation, **Section 1.5**, above, and the definition in **Scope of Services (Attachment A)**, the definition in this solicitation will prevail when the term is used in this solicitation. The definition in the **Scope of Services (Attachment A)**, will prevail when the term is used in the **Scope of Services (Attachment A)**.

## SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE, & CONSTRAINTS

### 2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health  
Attention: [Bill Zimmerman](#)  
4052 Bald Cypress Way, Bin B07  
Tallahassee, FL 32399-1749  
Email: [bill.zimmerman@flhealth.gov](mailto:bill.zimmerman@flhealth.gov)

\*\*\*\*\*ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL \*\*\*\*\*

### 2.2 Restrictions on Communications

Pursuant to section 287.057(23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer listed in **Section 2.1.**, above. Violation of this provision may be grounds for rejecting a Bid.

### 2.3 Term

It is anticipated that the Contract resulting from this ITB will be for one-year period from anticipated Contract start date of October 1, 2021 or the purchase order issuance, whichever is later. The Contract resulting from this ITB is contingent upon availability of funds.

### 2.4 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	9/14/2021	<b>Posted to the Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Mandatory Site Visit	10/4/2021 9:00AM	Health District Center (HDC) 1350 NW 14 <sup>th</sup> Street Miami, FL 33125

Mandatory Site Visit	“Immediately following 1 <sup>st</sup> site visit.”	West Perrine Center 18255 Homestead Ave Miami, FL 33157
Questions Submitted in Writing	<b>Must be received PRIOR TO:</b> 10/11/2021 2:00 PM	<b>Submit to:</b> Florida Department of Health Central Purchasing Office <b>Attention:</b> Bill Zimmerman Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: <a href="mailto:bill.zimmerman@flhealth.gov">bill.zimmerman@flhealth.gov</a>
Answers to Questions (Anticipated Date)	10/15/2021	<b>Posted to Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Sealed Bids Due</b>	<b>Must be received PRIOR to:</b> 10/20/2021 2:30 PM	<b>Submit to:</b> Florida Department of Health Central Purchasing Office <b>Attention:</b> Bill Zimmerman Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
<b>Sealed Bids Opened</b>	10/21/2021 2:30 PM	<b><u>PUBLIC OPENING</u></b> <b>Submit to:</b> Florida Department of Health Central Purchasing Office <b>Attention:</b> Bill Zimmerman Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of Intent to Award	10/25/2021	<b>Posted to the Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## 2.5 **Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the VBS. If the addendum alters the scope or specifications of the solicitation, the Respondent will be required to sign the addendum acknowledging the changes and return it with the Bid submittal. It is the responsibility of the Respondent to be aware of any addenda that might affect this ITB or their Bid.

## 2.6 **Mandatory Site Visit**

DOH20-020  
Invitation to Bid  
Exterior Painting of Two DOH Buildings

Mandatory site visits will be held at the time and locations indicated in **Section 2.4**. The site visits will provide Respondents with an opportunity to tour the facilities identified in this ITB.

Attendance at the mandatory site visits and signing of the attendance sheet is required for the Respondent being deemed responsive under this ITB.

## **2.7 Questions**

***This provision takes precedence over General Instruction #5 in PUR1001.***

Questions related to this solicitation must be received in writing (either via United States Postal Service, courier, e-mail, or hand-delivery) by the Procurement Officer identified in **Section 2.1**, within the time indicated in **Section 2.4**. Verbal questions or those submitted after the period specified in **Section 2.4** will not be addressed.

Answers to questions submitted in accordance with **Section 2.4** will be posted on the VBS.

## **2.8 Basis of Award**

A single award will be made to the responsive, responsible Respondent offering the lowest grand total for the services requested in this ITB including delivery, FOB destination. The Department reserves the right to not make an award under this ITB, as determined to be in the best interest of the State.

## **2.9 Identical Outcomes**

In the event the Department's evaluation results in identical scoring outcomes between two or more Respondents, the Department will provide the **Identical Tie Certification, Attachment F**, form for the affected Respondents to complete. If one or more Respondents are entitled to the certified veteran business enterprise preference specified in section 295.187, Florida Statutes, and one or more business entitled to this preference or another preference provided by law submit bids, proposals, or replies for procurement of commodities or contractual services which are equal with respect to all relevant considerations, including price, quality, and service, the Department will award the procurement or contract to the business having the smallest net worth. If one or more Respondents has the certified veteran preference, it and any other vendor entitled to another preference provided by law will be requested by the Department to submit Respondents net worth.

In the event the Department is unable to select a Respondent using the Tie Breaker Criteria specified in Attachment F, and the net worth criteria above, or if the net worth criteria above does not apply, then, the affected Respondent(s) name will be placed in a container for the Department's Procurement Officer to randomly select the awardee of this solicitation. The date, time, and location will be posted on VBS.

## **2.10 Modifications and Withdrawal**

A Respondent may modify or withdraw its Bid at any time prior to the submittal deadline, as specified in **Section 2.4**, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Bid must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a request, the entire Bid will be returned to the Respondent and will not be considered unless resubmitted by the Bid due date and time.

#### **2.11 Clarification Process**

The Department may request clarification from the Respondent to resolve ambiguities or to question minor irregularities presented in its Bid. Clarifications may be requested throughout this procurement process. The Respondent's answers to requested clarifications must be in writing and address only the information requested. The Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department.

#### **2.12 Contract Formation**

The Department will enter into a Contract with the Provider pursuant to **Section 2.8**, Basis of Award. The Contract will incorporate the terms of the **Scope of Services (Attachment A)**, the Department's **Order Terms and Conditions**, and the awarded Provider's **Price Page (Attachment B)**.



## SECTION 3.0 INSTRUCTIONS FOR BID SUBMITTAL

### 3.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents (PUR 1001) is incorporated by reference in this solicitation. This document should not be returned with the Bid. The PUR 1001 is located at <http://dms.myflorida.com/content/download/2934/11780>.

**The terms of this solicitation control over any conflicting terms of the PUR1001.**

### 3.2 Instructions for Submittal

- 3.2.1. Respondents must complete, sign, and return the “Title Page” with their Bid submittal.
- 3.2.2 Respondents must complete and return the **Price Page (Attachment B)** with their Bid submittal.
- 3.2.3 Respondents must submit all technical and pricing data in the formats specified in the ITB.
- 3.2.4. Respondents must submit one original paper copy of their Bid and one original copy on a single USB storage device, or CD viewable in Adobe Acrobat Reader (PDF). The electronic copy submitted must contain the entire Bid as the submitted original copy, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
- 3.2.5. Bids must be sent by United States Postal Service, courier, or hand delivered to the location indicated in **Section 2.4., Timeline.**
- 3.2.6 Bids submitted via electronic mail (email) or facsimile will **not** be considered.
- 3.2.7. Bids must be submitted in a sealed envelope or sealed package with the solicitation number, date, and time of the Bid opening clearly marked on the outside.
- 3.2.8. The Department is not responsible for improperly marked Bids.
- 3.2.9 It is the Respondent’s responsibility to ensure its Bid is submitted at the proper place and time indicated in **Section 2.4., Timeline.**
- 3.2.10 Bids must be received by the date and time specified in **Section 2.4., Timeline.**
- 3.2.11. The Department’s clocks will provide the official time for Bid receipt.
- 3.2.12. Materials submitted will become the property of the State and accordingly, the State reserves the right to use any concepts or ideas contained in the Bid.

### 3.3 Cost of Preparation

Neither the Department nor the State is liable for any costs incurred by a Respondent in responding to this solicitation.

### **3.4 Public Records and Trade Secrets**

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If Respondent considers any portion of their Bid to this solicitation to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, Respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, Respondent will provide the Department with a separate redacted paper and electronic copy of their Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of Respondent on the cover, and must be clearly titled “**REDACTED COPY**”.

The redacted copy must be provided to the Department at the same time Respondent submits its Bid and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent will be responsible for defending its determination that the redacted portions of their Bid are confidential, trade secret, or otherwise not subject to disclosure. Further, Respondent must protect, defend, and indemnify the Department for all claims arising from or relating to the determination that the redacted portions of their Bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with their Bid, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.

### **3.5 Price Page**

Respondent must fill out the **Price Page (Attachment B)**, as indicated, and return it with their Bid.

### **3.6 Prior Experience Form**

Respondents must provide contact information for three entities the Respondent has provided services of a similar size and nature of those requested in this solicitation. Respondents must use **Attachment C, Prior Experience Form** of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience.

### **3.7 Licenses and Certifications**

Provider is responsible for meeting any required state of Florida licensure, certifications, and permitting requirements necessary to perform the services requested under this ITB and must maintain them throughout the contract term. Provide copies of supporting documentation, licensure, and permits to the Department upon request.

### **3.8 Subcontractor List**

The Department will not authorize the use of subcontractors in the Contract resulting from this solicitation.

### **3.9 Special Accommodations**

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days, prior to any pre-Bid conference, Bid opening, or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department's Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TTY).

### **3.10 Responsive and Responsible (Mandatory Requirements)**

Respondents must complete and submit the following mandatory information or documentation as part of their Bid by the time specified in **Section 2.5**. Any Bid which does not contain the information below will be deemed non-responsive to this ITB.

- 3.10.1 **Title Page** must be completed, signed, and submitted with the Bid.
- 3.10.2 **Price Page (Attachment B)**, as specified in **Section 3.5**.
- 3.10.3 **Prior Experience Form (Attachment C)**, as specified in **Section 3.6**.
- 3.10.4 **Statement of Non-Collusion (Attachment D)** as specified in **Section 4.3**.
- 3.10.5 **Respondent Certification Regarding Scrutinized Companies Lists (Attachment E)** as specified in **Section 4.2**.
- 3.10.6 **Mandatory site visits are required as outlined in Section 2.6**.
- 3.10.7 **Bids must document the Respondent's ability to meet requirements specified in Attachment A, Scope of Services**.

### **3.11 Late Bids**

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time specified in **Section 2.4**. Bids that are not received by the date and time specified will not be considered.

## SECTION 4.0 SPECIAL CONDITIONS

### 4.1 **PUR 1000, General Contract Conditions**

The PUR 1000 is incorporated by reference in this ITB and contains general Contract terms and conditions that will apply to any Contract resulting from this ITB, to the extent they are not otherwise modified. This document should not be returned with the Bid. The PUR 1000 is located at <http://dms.myflorida.com/content/download/2933/11777>.

**The terms of this solicitation control over any conflicting terms of the PUR 1000. Paragraph 31 of PUR 1000 does NOT apply to this ITB or any resulting contract.**

### 4.2 **Scrutinized Companies**

All Respondents seeking to do business with the Department must be in compliance with section 287.135, Florida Statutes. The Department may, at its option, terminate a Contract if Respondent is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or have been engaged in business operations in Cuba or Syria.

Refer to **Respondent Certification Regarding Scrutinized Companies Lists Form, Attachment F.**

### 4.3 **Conflict of Interest and Statement of Non-Collusion**

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to **Statement of Non-Collusion Form, Attachment D.**

### 4.4 **Certificate of Authority**

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the Provider to

have appropriate registration may result in withdrawal of the Contract award and forfeiture of its Bid Bond, if applicable.

#### **4.5 Provider Registration**

Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The Provider must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

A Provider lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

#### **4.6 Minority, Women, and Florida Veteran Business Participation**

The Department encourages certified minority, women, and Florida veteran business participation in all its solicitations.

#### **4.7 Commercial General Liability Insurance**

4.8.1. Respondent must secure and maintain, at its sole expense and for the duration of the Contract, term insurance policies to protect any subcontractor(s) and the State as follows:

4.8.1.1. Workers' Compensation in accordance with applicable state laws and regulations.

4.8.1.2. General Liability Insurance covering all operations and services under the Contract in amounts sufficient to protect the Department.

4.8.1.3. Commercial Automobile Liability Insurance in amounts sufficient to protect the Department.

4.8.2. Certificates of insurance coverage described above must be furnished by Respondent on request of the Department.

4.8.3. No insurance will be acceptable unless written by a company licensed by the State of Florida, Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time the policy is issued.

#### **4.8 Indemnification**

Provider must save and hold harmless and indemnify the Department against any and all liability, claims, judgments, or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of the Contract, resulting in whole or in part from the negligent acts or omissions by Respondent, their subcontractor, or any of the employees, agents, or representatives of Respondent or subcontractor.

#### **4.9 Performance Measures**

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. The performance measures are detailed in the **Scope of Services (Attachment A)**.

#### **4.10 Financial Consequences**

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if successful Respondent fails to perform in accordance with the Contract terms. The financial consequences are detailed in the **Scope of Services (Attachment A)**.

#### **4.11 Order Terms and Conditions**

Respondent must become familiar with the Department's Order Terms and Conditions which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Department of Financial Service's Chief Financial Officer.

Use of the Department's Order Terms and Conditions are mandatory for Department Orders issued in MyFloridaMarketplace as they contain the basic clauses required by law. The terms and conditions contained in the Department's Terms and Conditions are non-negotiable. The Department's Terms and Conditions are located at:

<http://www.floridahealth.gov/about/administrative-functions/purchasing/DOHTermsandConditions1272021.pdf>

#### **4.12 Conflict of Law and Controlling Provisions**

Any purchase order resulting from this ITB, and any conflict of law issue, will be governed by the laws of Florida. Venue must be in Leon County, Florida, to the exclusion of all other jurisdictions.

Respondents acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, Florida Statutes.

#### **4.13 Agency Inspectors General**

DOH20-020  
Invitation to Bid  
Exterior Painting of Two DOH Buildings

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

#### **4.14 Records and Documentation**

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of the Department's custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally terminate the Contract.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by Respondent for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

Respondent must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

#### **4.15 Attorney's Fees**

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorneys' fees, except as otherwise provided by law.

#### **4.16 Protests**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the United States Postal Service, a private delivery service, in person, or by facsimile during business hours will be accepted. Documents received after business hours will be filed the following business day.

**No filings may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

**Do not send Bids to the Agency Clerk's Office. Send all Bids to the Procurement Officer and address listed in Section 2.5, Timeline.**

**The Agency Clerk's mailing address:**

Agency Clerk,  
Florida Department of Health  
4052 Bald Cypress Way, BIN A-02  
Tallahassee, Florida 32399-1703  
Telephone No. (850) 245-4005

**The Agency Clerk's physical address for hand deliveries:**

Agency Clerk,  
Florida Department of Health  
2585 Merchants Row Blvd.  
Tallahassee, Florida 32399  
Fax No. (850) 413-8743



**ATTACHMENT A**  
**Scope of Services**

**1. PURPOSE:**

This scope of work is for painting services, which includes, but is not limited to pressure washing, caulking, and painting the exterior of two buildings. Contractor will provide these services to the Department. For purposes of this Attachment, all references to “Contractor” are referring to the “Provider”.

**2. TERM:**

This scope of work will begin on **TBD** or the date on which the purchase order is issued, whichever is later. It will end at midnight, Eastern Time on **TBD**. The State of Florida’s performance and obligation to pay under this purchase order and any subsequent renewal is contingent upon annual appropriation by the Legislature and satisfactory performance of the Contractor.

**3. LOCATION OF WORK:**

The worksite for this scope of work is the following location(s):

Health District Center	1350 NW 14 <sup>th</sup> Street Miami, Florida, 33125
West Perrine Center	18255 Homestead Avenue Miami, Florida, 33157

**4. CONTRACTOR QUALIFICATIONS AND EXPERIENCE:**

The Contractor must possess the following minimum qualifications and experience:

- 4.1. Must have a minimum of five years of experience in painting large or commercial buildings.

**5. CONTRACTOR RESPONSIBILITIES:**

5.1. **SERVICE TASKS:** Contractor will perform the following tasks in the time and manner specified:

- 5.1.1. Obtain any required permits within 20 calendar days of contract execution. Contractor is responsible for all aspects of the permitting process including, but not limited to scheduling any necessary inspections performed by the permitting agency and closing the permits, if required.
- 5.1.2. **Phase 1.** Pressure wash the exterior of the building with a commercial grade power washer prior to painting, as follows:
  - 5.1.2.1. Pressure washing must be completed within 14 business days of commencement at each respective location.
  - 5.1.2.2. Ensure all letters, signs, and logos are removed from the building prior to pressure washing. Ensure re-installation after painting is completed.
  - 5.1.2.3. All dirt, dust, chalking, grime, loose flaking paint, mold or mildew, and any other contaminants must be removed while pressure washing both buildings.
  - 5.1.2.4. Treat areas where mildew is found with a mild bleach solution during the pressure washing phase.

## **ATTACHMENT A**

### **Scope of Services**

5.1.3. **Phase 2.** Caulk all damaged surfaces at each location as follows:

- 5.1.3.1. Caulk all damaged surfaces at both locations must be completed within 14 days of commencing work at each respective location.
- 5.1.3.2. All surfaces must be inspected for holes, cracks, and damages. Surfaces should be patched and floated to approximately the existing texture.
- 5.1.3.3. Major cracks in stucco must be caulked with siliconized latex caulk.
- 5.1.3.4. Stucco areas must be primed with a masonry primer prior to being painted
- 5.1.3.5. All stucco surfaces must be painted with two coats of 100% high quality acrylic paint from exclusive brands (e.g., Benjamin Moore, Sherwin Williams, or an equivalent brand) approved by the Department's Facility Manager.
- 5.1.3.6. All wood surfaces must be scraped, as necessary, to remove any loose paint that may be peeling.
- 5.1.3.7. All wood surfaces must be repainted with one coat of a 100% high quality acrylic paint from exclusive brands.

5.1.4. **Phase 3.** Coat and paint the building exterior at each location as follows:

- 5.1.4.1. Coat and paint building exteriors within 30 days of commencement at each respective location.
- 5.1.4.2. Seal and prime all surfaces.
- 5.1.4.3. Premium long lasting, industry acceptable paints must be used. Colors and finishes must be chosen and approved by the Department's Facilities Manager.
- 5.1.4.4. Paint applications may be made using brush, roller, or sprayer.
- 5.1.4.5. Coverage must be complete. Apply at a minimum two separate coats of paint to each building to eliminate bleeding, "show through" of undercoats, or irregularities of surface.
- 5.1.4.6. All materials must be applied in accordance with the manufacturer's instructions and allow for adequate drying time between coats.
- 5.1.4.7. Surrounding areas not affixed to the building, i.e., plants, windows, doors, etc. must be carefully protected with plastic or a canvas drop during the painting process.

5.2. **DELIVERABLES:** Contractor will complete and submit the following deliverables to the Department in the time and manner specified:

- 5.2.1. Upon completion: Provision of painting services for the exterior of two buildings as specified in Tasks 5.1.1. through 5.1.4.

#### **6. METHOD OF PAYMENT:**

- 6.1. A purchase order will be issued to the Contractor.
- 6.2. The method of payment for this purchase order is fixed price, fixed fee.
- 6.3. The Contractor will not receive payment in advance for goods or services described in this scope of work.

**ATTACHMENT A**  
**Scope of Services**

- 6.4. The Contractor must submit an invoice upon completion of all deliverables that provides a detailed accounting of the deliverables performed during the invoice period for which payment is being requested.
- 6.5. The Contractor is responsible for performance of all tasks and deliverables contained in this scope of work.

**7. PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES:**

All deliverables and related tasks must be completed 100% as specified. Failure to satisfactorily complete or submit a deliverable in the time and manner specified will result in a financial consequence as indicated below:

- 7.1. Failure to complete and submit tasks 5.1.1 to 5.1.4 in the time and manner specified will result in a 10 percent reduction in the invoice amount for each task not completed or submitted in the time and manner specified.

**8. CONTRACTOR TRAVEL REIMBURSEMENT:**

The Contractor will not be reimbursed for any travel expenses under this agreement.

**9. DEPARTMENT CONTRACT MANAGER:**

The Department Contract Manager for this scope of work will be determined after contract award.

**10. CONTROLLING TERMS AND CONDITIONS:**

- 10.1. [Agency Invitation to Bid \(DOH20-020\)](#)
- 10.2. Department Purchase Order Terms and Conditions;
- 10.3. Contractor's Response to the Department's Invitation to Bid, and
- 10.4. Department Scope of Work.

**ATTACHMENT B  
PRICE PAGE**

A single award will be made to the responsive, responsible Respondent offering the lowest grand total for the services requested in this ITB, including delivery, FOB destination.

Unit price will control in the case of mathematical error(s).

The below prices submitted by the Respondent are all inclusive. There must be no additional costs charged to the Department for work performed under this Bid.

No changes should be made to the format of this price page. Any changes made to the price page may deem the Respondent's Bid non-responsive and could be rejected.

**INITIAL TERM**

Description	Grand Total
Provision of painting services for the exterior of two buildings as specified in Deliverable 5.2.1.	\$ _____

**Respondent Name:** \_\_\_\_\_

**Respondent Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Federal Employer Identification Number (FEID):** \_\_\_\_\_

BY AFFIXING MY SIGNATURE ON THIS BID TITLE PAGE, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001.

I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting Contract including those contained in the Department's Purchase Order Terms and Conditions.

**Signature of Authorized Representative:** \_\_\_\_\_

**Printed (Typed) Name and Title:** \_\_\_\_\_

\*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of this Bid. Documentation establishing delegated authority must be included with the Bid if signed by someone other than the authorized representative.

DOH20-020  
Invitation to Bid  
Exterior Painting of Two DOH Buildings

**ATTACHMENT B  
PRICE PAGE**

|

**ATTACHMENT C  
PRIOR EXPERIENCE FORM**

Provider's Name: \_\_\_\_\_

Providers must provide contact information for three entities the Respondent has provided services of a similar size and nature of those requested in this solicitation. Respondents must use this experience form to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience.

1.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	
	<b>General Description of Work (related to the scope of this solicitation):</b>	
	<b>Service Dates:</b>	Services began: _____ Services ended: _____
	<b>Approximate Contract Value:</b>	\$
2.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	
	<b>General Description of Work (related to the scope of this solicitation):</b>	
	<b>Service Dates:</b>	Services began: _____ Services ended: _____
	<b>Approximate Contract Value:</b>	\$

**ATTACHMENT C  
PRIOR EXPERIENCE FORM**

3.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	
	<b>General Description of Work (related to the scope of this solicitation):</b>	
	<b>Service Dates:</b>	Services began: _____ Services ended: _____
	<b>Approximate Contract Value:</b>	\$ _____

**ATTACHMENT D  
STATEMENT OF NON-COLLUSION**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Bid, proposal or reply. This Bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Florida Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department. I certify I have full authority to legally bind Respondent to the provisions of this Bid, proposal or reply.

\_\_\_\_\_  
Signature of Authorized Representative\*

\_\_\_\_\_  
Date

\*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by someone other than the President, Chairman or owner.



**ATTACHMENT E**  
**RESPONDENT CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

**Respondent Name:** \_\_\_\_\_

**Respondent Mailing Address:** \_\_\_\_\_

**City-State-Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Federal Employer Identification Number (FEID):** \_\_\_\_\_

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**Signature of Authorized Representative\*:** \_\_\_\_\_

**Printed (Typed) Name and Title:** \_\_\_\_\_

\*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by someone other than the President, Chairman or owner.

**ATTACHMENT F  
IDENTICAL TIE CERTIFICATION FORM**

**Respondent Name:** \_\_\_\_\_

**Respondent Mailing Address:** \_\_\_\_\_

**City-State-Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Federal Employer Identification Number (FEID):** \_\_\_\_\_

Chapter 287, Florida Statutes, provide Respondents the advantage of “tie breakers” whenever two or more bids, proposal, or replies received by an agency are equal with respect to price, quality, and service. For a Respondent to take advantage of the below “tie breakers,” it must meet the statutory qualifications for one or more of these provisions and certify that it qualifies for the cited preference.

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the awarded Respondent liable for costs associated with re-procuring the services. The Respondent certifies that below preferences apply:

Yes	No	Applicable Certification
		<b><u>Certified Minority Business Enterprise:</u></b> This Bid is from a certified minority-owned firm or company in accordance with sections 287.057(11) and 287.0943, Florida Statutes.
		<b><u>Certified Veteran Business Enterprise:</u></b> This Bid is from a certified veteran business enterprise in accordance with section 295.187, Florida Statutes.
		<b><u>Drug Free Workplace:</u></b> This Bid is from a Respondent that currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes.
		<b><u>Foreign Manufacturer (This preference only applies to State procurements of commodities):</u></b> This Bid is from a foreign manufacturer with a factory in Florida employing over 200 employees in the State in accordance with section 287.092, Florida Statutes.
		<b><u>Preference to Florida Business (This preference only applies to State procurements of personal property:</u></b>  This Bid is from a vendor who meets the requirements of section 287.084, Florida Statutes.
		<b>This Proposal is from a Respondent that is not eligible for any of the above preferences.</b>

**Additional Tie Breaker Criteria:** If more than one Respondent is entitled to the certified veteran business enterprise preference specified in section 295.187, Florida Statutes or another preference identified above that is applicable to this solicitation, the Department will award the Contract to the business having the smallest net worth as specified in section 295.187(4), Florida Statutes. The Respondent certifies its net worth is:                     .

**ATTACHMENT F  
IDENTICAL TIE CERTIFICATION FORM**

As the person authorized to sign this statement on behalf of the Respondent, I certify that this Bid complies fully with the above requirements.

**Signature of Authorized Representative\*:** \_\_\_\_\_

**Printed (Typed) Name and Title:** \_\_\_\_\_

\*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Proposal, Reply or Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal, Reply or Bid, if signed by someone other than the President, Chairman or owner.

SAMPLE